

TO OFFERORS

SUBJECT: QUESTIONS AND RESPONSES

REFERENCE: Midrange Procurement, Request for Offer (RFO)5-02948/352 for Pre-Phase A Studies of Scientific Instrumentation Concepts for the Next Generation Space Telescope (NGST) dated September 17, 1997

The following questions were received from offerors. The responses do not modify the RFO in any way. No extension of the due date for offers has been made.

1. A two part question: (1) Is the sunshield considered part of the ISIM or is it part of the Spacecraft? (2) Do we, sunshield offerors, propose to Goddard or to the winning Integrator(s)?

RESPONSE: The sunshield is not considered a part of the ISIM. However, instrumentation offerors should assume the ISIM will be shielded from the sun in a manner consistent with one of the NSGT observatory concepts (see SOW paragraph 2, "Scope of Work"). Potential offerors should maintain cognizance of the architecture contractors' efforts.

2. If a person is participating in the NGST ASWG may they be a member of a team responding to the instrument RFO?

RESPONSE: Members of the NGST ASWG will not be on the evaluation team and as such are free to propose. Since ASWG members will not be involved in the selection of the winning proposals, no conflict of interest is deemed to exist. The current structure of the ISIM study calls for basic and "option" phases with all winners entering the basic and those efforts deemed to be sufficiently interesting/feasible continuing on to the option phase. While the ASWG may have some input in evaluating the efforts, the formal decision making authority will be limited to the Government. Therefore, any ASWG members who happened to be on winning proposals in the basic stage would be excluded from commenting.

3. What is the "value" in paragraph 10 of the draft contract ? Are these effective stage payments which total to the fixed price quotes in paragraphs 12 & 11, or are they just the costs of organizing the relevant reviews/reports ?

RESPONSE: The purpose of the values in clause 10 DELIVERABLE REQUIREMENTS AND DELIVERY SCHEDULE is to allow for partial payments. The contractor does not have to wait until completion of the contract to receive some funding. The amounts should be proportional to the effort for each deliverable and should not reflect a front loading of payments. If an offeror does not wish to receive funding until completion of the effort then no amounts need be filled in.

4. We are an astronomical instrumentation group of ~30 people, in a Physics department of ~100, in a university of ~2000 staff. Do we qualify as "small business (<500)" ?

RESPONSE: No, you do not qualify as a small business. The size determination is based on the size of the corporate entity signing the contract not on an internal group size. Your business office should be able to assist with this type of question. If you need any additional assistance regarding size standards, please contact Ms. Vernell Jackson, Small Business Specialist on (301)286-4379.

5. Does the average guideline cost of \$150k exclude the Option 1 tasks ?

RESPONSE: The average award cited is for the entire effort; basic and option.

6. Does Federal Acquisition Regulation 52.214-35 require that all contract prices are in US\$?

RESPONSE: Yes. However, the RFO further provides that foreign entities will not be funded. The funding information is therefore for purposes of evaluating the effort and selecting the proposals.

7. Please clarify the information you are expecting for the "cost/benefit analysis" in the Technical Section of the proposals.

RESPONSE: Regarding the cost/benefit analysis, the offerors should keep in mind that scientific goals and budget constraints of the NGST project combine to create value for concepts that appear to offer the best combinations of low overall cost and high return of relevant science. What we are looking for here is not a rigorous, quantitative cost/benefit analysis, but rather a brief qualitative and, where possible, quantitative explanation of the estimated overall costs and science return of the concept. The estimated cost and benefits of the proposed concept should also be compared to those estimated for other concepts which the offeror considered or is aware of.

- the cost would consist of a rough, first order estimate of the total cost of the concept, and should include a breakout of the estimated costs for development, manufacturing, testing, impact on the NGST design, and operations.

- there are two types of benefits. One is a more or less qualitative estimate of the value of the science obtainable by the proposed concept. The other is a more quantifiable type of engineering benefit that could be better reliability, lower power requirements, etc.

8. Are scientific citations (references) counted in the 15 pages allocated to the technical section of the proposal, or may they be listed in an appendix or separate section?

RESPONSE: Scientific citations do not have to be counted in the 15 pages and may be listed in a separate appendix or attachment. The attachment should not add information beyond citing sources.

9. We have not had sufficient time to do a complete review of the model contract. Upon a cursory review, we have noted several clauses which pertain to a fixed price contract scenario. This

conflicts with our intent which is to propose a cost-reimbursement type contract. Per Section 8 of the RFO, both fixed price and cost type contracts are allowable under this solicitation.

Is it acceptable to submit requested changes to the model contract along with our submission of the proposal? If so, would not signature of the model contract with proposal submission be in error if inappropriate clauses remained?

RESPONSE: This question has several parts.

a. A cost reimbursement arrangement was not intended in the boiler plate narrative contained in the section 8 discussion of the use of “Best Value” selection techniques. However, we will accommodate a cost reimbursement arrangement as long as it contains a ceiling on expenses. This clarification and the associated clause changes required will be a part of an amendment 1 to the RFO which is planned for release by the end of the week.

b. It is inappropriate for an organization to sign the model contract if there are clauses or items that are not acceptable. The interpretation that will be made is that signature of the contract is a valid offer that the Government may accept without discussion. The presence of exceptions or deviations in the proposal will be treated as notification that the offeror desires some changes but that they are not considered mandatory.

c. It is acceptable to submit changes to the model contract however as addressed in item a. above and in the RFO, the Government desired the option to award contracts based on initial offers. If offerors do not include a signed version of the model contract then it precludes award to them without discussion. If discussions are required with one offeror then either:

- they can not be awarded a contract if a decision is made that award will be made at the point of initial offers, or
- all offerors (other than those determined not to be in the competitive range) must be carried through a discussion phase.

In conclusion, if the option for award based on initial offers is to be viable, a valid signed contract must be available for all offerors. That is why we attempted to elicit problems/concerns with the model contract during the question and answer phase of the RFO which would allow the Government an opportunity to respond prior to award.

In conclusion, as part of amendment 1 to the RFO, the Government will clarify that a cost reimbursement arrangement is acceptable. Note that a cost reimbursement arrangement does not allow for the ease of administration that a fixed price arrangement does.

10. Please discuss the approach to be used for other Government agencies and FFRDC’s relative to the model contract and other provisions of the RFO.

RESPONSE: It is recognized that the model contract and generally the entire RFO is geared more to commercial and educational institutions. The competition is open to a wide variety of organizations for which the model contract may not be used. For instance, Government agencies will require a different type of funding instrument which will use the same basic structure of the model contract but the specifics will require some customizing such as the face sheet and clauses won’t apply. Rather than try to cover all possible variations of proposing entities, the offerors were left with a general model that is

limited in its application to commercial and educational institutions. If the model contract does not meet your needs, please contact this office to clarify how the effort will be covered.

11. If I understand correctly you plan to finance of the order of 5 studies. At the foreseen 4-month review do you intend to reduce their number, or in principle all 5 could continue to completion?

RESPONSE: It is not our intent to reduce the number of offerors as a way to stretch the funding. Rather it is a way to ensure that the efforts being pursued are still considered worthy of pursuit.

12. The offer date is "on or about" October 8, 1997. Is this a firm due date to receive a finished proposal?

RESPONSE: The offer date cited was a planning date contained in the original synopsis for this RFO. The date was based on a release date for the RFO of September 8, 1997. The actual due date of the proposals was established as October 17, 1997 in the RFO. This date will be amended as part of amendment 1 to November 18, 1997.

13. I have several team members at different institutions. Should they submit budgets through their institutions, which are then submitted with mine? Or should we subcontract to them, through my institution? The latter would cost a great deal of overhead.

RESPONSE: The NGST project is attempting to break many paradigms and develop a new way of doing business. Therefore, we are sensitive to new ways of doing business. The old way would have been to state the obvious answer that a single team receives a single award. However, in today's environment and for this particular procurement, it would not seem to be unreasonable to define a loose co-operative agreement with 3 separate parts. It would be left to the team to discuss the arrangement and how it would operate.

If you have any questions regarding this matter, please contact me at (301) 286-8237. For written comments, you may use my E-mail address of Gifford.P.Moak.1@gsfc.nasa.gov.

SIGNED

Gifford P. Moak
Contracting Officer